considered as settled by these two cases, although it is believed that a similar decision would be equally satisfactory.

INNKEEPER'S LIEN. — The recent case of *Robins & Co.* v. *Gray*, in the English Court of Appeal, according to the report in 11 *The Times*, L. R. 569, brings up an interesting point. A commercial traveller did not pay his hotel bill, and the proprietor set up a lien on certain articles in his custody, although he had known all along that they were the property of the salesman's employer. The court held that, as the innkeeper was bound to receive the articles, regardless of whose they were, he was entitled to his lien, notwithstanding his private knowledge of the ownership. Lord Esher's opinion is refreshing. Whether agreeing with his conclusion or not, all will welcome so clear and straightforward a treatment of a subject which has often been handled vaguely and unsatisfactorily.

The statement in the opinion that the decision represents what has been the undisputed law for centuries seems rather broad. The judges who decided *Broadwood* v. *Granara*, 10 Exch. 417, and *Threfall* v. *Borwick*, L. R. 7 Q. B. 711, for instance, apparently had a contrary principle in mind. And Wharton, in his book on Innkeepers, page 119, makes the unqualified assertion that the innkeeper has no lien on goods he knows are not the property of the guest. That this view has often been taken in America, too, is shown by such cases as *Cook* v. *Kane*, 13 Oreg. 482, and *Covington* v. *Newberger*, 99 N. C. 523. However, the doctrine of the case under discussion seems clearly preferable. As the innkeeper's lien is grounded, not on the credit he gives his guest on the faith of the goods, but on the extraordinary liability imposed on him by law, it seems only just that on all goods which he is bound to receive he should have his lien, whether or not he knows them to be the property of another than his guest. As to articles which he is not bound to receive, his state of knowledge or ignorance may be material, but in the ordinary case, where he has no choice, it should not be the crucial test.

DECLARATIONS OF INTENTION. — A recent Indiana case seems to indicate that the law concerning declarations of intention is not everywhere in an advanced stage of development. The case was *Wilson* v. *Smelser* (41 N. E. Rep. 76), an action for breach of contract of marriage. The court held that although the plaintiff's intention (as showing consent on her part to the contract) was material, evidence that she had told her parents she was going to be married in October was inadmissible, because not made during the performance of an act, and so not part of the *res gestæ*.

Three years ago the United States Supreme Court held that "whenever the intention is of itself a distinct and material fact in a chain of circumstances, it may be proved by contemporaneous oral or written declarations of the party." *Insurance Co.* v. *Hillmon* (145 U. S. 285). This case has, of course, been of the greatest value in clearing up the law of a still developing subject and ridding it of the unwholesome influence of the *res gesta* doctrine. It would seem however — if one may judge from the recent decision in Indiana — that that doctrine still succeeds now and then in elbowing its way to the front and involving a stray case in confusion.